



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

**Dispatch via Print**

## Children, Youth & Family Dept

P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

**Vendor:** 0000046095  
ZUNI, PUEBLO OF  
P O BOX 339 1203B STATE HWY 53  
ZUNI NM 87327

<b>Purchase Order</b> 69000-0000035424	<b>Date</b> 07/06/2012	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way	
<b>Buyer</b> IRENE PATTERSON	<b>Phone</b>		

**Ship To:** 1120 PASEO DE PERALTA, ROOM 212  
SANTA FE NM 87502  
United States

**Bill To:** P.O. DRAWER 5160  
SANTA FE NM 87501  
United States

**Origin:** EXE **Exc\Excl #:** 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	DOMESTIC VIOLENCE SERVICES IN NM		1.00	EA	36,472.00	36,472.00	07/06/2012

69000-06700-5014001000-535200- -004307- - -113-20000

**Schedule Total** 36,472.00

Contract ID: 0000000000000000000015212 Contract Line: 0 Release: 1

**Item Total** 36,472.00

**Total PO Amount** 36,472.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

**AMENDMENT NUMBER ONE (1)  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
GOVERNMENTAL SERVICES AGREEMENT**

This is the first Amendment to Agreement No. **13-690-14928** between the State of New Mexico, Children, Youth and Families Department, hereinafter referred to as the "Agency" and **Pueblo of Zuni**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed.

**PURPOSE OF AMENDMENT:**

1. **Increase compensation** by \$2,251.00 for FY14, FY15 and FY16 for a new annual total of \$38,623.00 and for a new contractual total of \$152,690.00.
2. **Revise Attachment 1 – Scope of Work** specifically to update paragraph 12, which requires Contractor to provide more services to clients.
3. **Revise Attachment 2 – Budget** to reflect the increase of annual and total funding for Open Menu and annual and total funding for Program Support.

**CHANGES TO CONTRACT**

Effective upon approval by both parties, the contract is amended as follows:

**II. Statement of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "Revised Attachment 1 – Scope of Work" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

**III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed one hundred fifty two thousand six hundred ninety dollars (**\$152,690.00**). The annual budget is attached hereto as "Revised Attachment 2 - Budget" and incorporated herein by reference. All other parts of the agreement remain in effect.

All remaining sections and exhibits in Agreement No. 13-690-15212 remains in effect and are not altered by this Amendment.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature below.

By:  Date: 4-18-13  
Contractor

By:  Date: 4/30/13  
Agency

By:  Date: 4/23/13  
Agency's Legal Counsel –Certifying legal sufficiency

**Revised Attachment 1 – Statement of Work**  
**Pueblo of Zuni**

**Performance Measures:**

General performance measures through monthly surveys to clients with results entered into the Agency Reporting and Tracking Enterprise System (ARTES) under this contract include the following:

Learned how behavior affected partner, children and other family members; take responsibility for behavior and actions, and gained skills, information and knowledge to avoid future abusive behaviors as measured through completion of client surveys.

**Goal:**

Clients receiving services under this Contract will improve their over-all functioning in the areas of safety, permanency/stability, and well-being.

**Objectives:**

- Clients will increase their knowledge about how to access community resources
- Clients will increase their knowledge and skills to avoid abusive behavior

**Activities:****The Contractor Shall:**

1. Provide batterer intervention services to a minimum of 25 clients in the Pueblo of Zuni.  
Clients shall participate in a 52-week batterers' intervention group. The group shall meet once a week for 120 minutes each session. Topics shall include, but not be limited to:
  - a. Defining Domestic/Family Violence,
  - b. Power and Control related to Domestic Violence (DV),
  - c. Effects of Domestic Violence on Women and Children,
  - d. Learning to use time out as a positive behavior,
  - e. Accountable for DV behavior,
  - f. Positive communication skills to prevent further violence, and
  - g. Traditional Zuni customs and roles of men and women in the community.
2. Provide the service components (see Revised Attachment 2 – Budget) in a manner that complies with all applicable Agency policies and procedures, and current Agency Fiscal and Administrative Standards (Attachment 7, attached hereto)
  - a. Offender Service Assessment / Specialized Assessment
  - b. Skill and Knowledge Training
  - c. Advocacy and Support
  - d. Legal Advocacy
3. Provide services to offenders of domestic violence in accordance with the requirements set forth in New Mexico Statutes Annotated 1978, Section 31-12-12(D) (2003), which include:
  - a. Performing an initial assessment to determine if a domestic violence offender shall benefit from participation in the program.
  - b. Providing 52 weekly group sessions for participants.
    - i. Groups must:
      1. Be limited to members of the same gender,
      2. Not include couple's counseling as a component,

3. Include strategies to hold participants accountable for their violent behavior, and
4. Include participants that are not under the influence of alcohol and/or drugs
- ii. Group topics should include, but are not limited to:
  1. Physical, emotional, sexual, economic and verbal abuse,
  2. Techniques for stopping the different forms of abuse,
  3. Gender roles,
  4. Socialization,
  5. The nature of violence,
  6. The dynamics of power and control, and
4. Work cooperatively with the courts, prosecutors, law enforcement, probation officers and victims services programs in determining the appropriateness of referrals for participation.
5. Collaborate with the Agency's Protective Services and Juvenile Justice Services Field Offices, and other agencies that may serve Agency clients, to coordinate and enhance services. This may be done through in-service training, and/or regularly scheduled staff training.
6. Submit electronically, monthly demographic, service provision, billing and outcome information, and Agency Reporting and Tracking Enterprise System Manual by the 10<sup>th</sup> of each month. Noncompliance with this requirement may result in the delay of reimbursement.
7. Prepare and submit reports, upon Agency's request, in a format approved by the Agency.
8. Submit a Final Report to the Agency's DV Program Managers for the Family Violence Prevention and Services Act (FVPSA) federal grant by November 15<sup>th</sup> of the contract year for Agency contracted services provided in the federal fiscal year (October 1 through September 30). The Final Report is to be completed in accordance with Agency instructions and approved format identified in Attachment 3. Noncompliance with this requirement may result in nonpayment or the delay of reimbursement.
9. Attend an Agency grantee meeting at the beginning of the fiscal year. The purpose of the meeting is to review Contract and reporting requirements, site visit protocol, and invoice procedures. Two (2) Contractor representatives must attend, one (1) from the finance area and one from the program area. The Agency program manager will provide the date, time and location. Agency will reimburse travel and per diem in accordance with DFA approved rates as outlined in Attachment 2 - Budget.
10. Comply in all aspects with the Agency Protective Services Domestic Violence Service Definition Manual (DV SDM) for Domestic Violence Services.
11. Provide \$2,217.00 worth of additional services to clients. The additional services to be provided may be those described as Open Menu Service Components. See Revised Attachment 2 – Budget #1.

**The Agency Shall:**

Provide a copy of the DV SDM to the Contractor.

**Revised Attachment 2 – Budget****Pueblo of Zuni**

1. The Contractor shall be paid according to the following budget:

<b>Description</b>	<b>FY13 Budget</b>	<b>FY14 Budget</b>	<b>Estimated FY15 Budget</b>	<b>Estimated FY16 Budget</b>	<b>Estimated Contract Amount</b>
Permanent Positions-Full/Part Time	\$25,002.00	\$28,153.00	\$28,153.00	\$28,153.00	\$109,461.00
Other Employment Benefits	\$3,477.00	\$3,477.00	\$3,477.00	\$3,477.00	\$13,908.00
Transportation-Other Travel	\$151.00	\$151.00	\$151.00	\$151.00	\$604.00
Utilities	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$4,800.00
Rent of Land & Buildings	\$454.00	\$454.00	\$454.00	\$454.00	\$1,816.00
Telecommunications	\$593.00	\$593.00	\$593.00	\$593.00	\$2,372.00
Employee Training	\$1,223.00	\$1,223.00	\$1,223.00	\$1,223.00	\$4,892.00
Administrative Overhead	\$4,372.00	\$4,372.00	\$4,372.00	\$4,372.00	\$17,488.00
Miscellaneous Other Expenses					
<b>TOTAL</b>	<b>36,472.00</b>	<b>38,623.00</b>	<b>38,623.00</b>	<b>38,623.00</b>	<b>\$152,341.00</b>

2. TRAVEL FOR CONTRACTORS MEETING

	<b>FY13</b>	<b>FY14</b>	<b>FY15</b>	<b>FY16</b>	<b>TOTAL Amount</b>
<b>In-State Mileage</b>	<b>\$151.00</b>	<b>\$66.00</b>	<b>\$66.00</b>	<b>\$66.00</b>	<b>\$349.00</b>

3. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the contract budgets of contractors who are not generating units sufficient to utilize the entire budget by the end of the contract period. The Agency retains the sole discretion to reallocate the resulting funds to contractors who are able to provide additional units within the contract period.

The Agency will notify the Contractor in writing thirty (30) days prior to taking such action. The Agency is not obligated to pay the Contractor for any dollar amount in excess of the total contracted amount without executing an amendment to this agreement.

4. The Contractor shall not bill and the Agency shall not pay Medicaid Certified Providers for Medicaid reimbursable services provided to Medicaid eligible clients.
5. The Contractor shall agree that grant funds made available to the Agency will not be used as direct payment to any victim or dependent of a victim of family violence.
6. Per diem, mileage, and other miscellaneous expenses, will be paid in accordance with the Agency of Finance and Administration (DFA) Rule 2.42.2 NMAC.
7. Budget adjustments may be made with the prior written approval of the Agency's Program Manager. Not more than four (4) budget adjustments can be applied within one contract year. The Contractor may not request any budget adjustments after May 31<sup>st</sup> of the contract year.
8. Contractor shall maintain records of services rendered for the (3) years, as described in the Domestic Violence Service Definition Manual and sufficient to verify that contractual services were provided consistent with billings submitted by Contractor. The Contractor shall permit Agency staff to have access to its records for auditing and verification purposes.
9. No fee may be assessed on a client whose income equals or is below the federal poverty guidelines. Clients who cannot pay a fee will not be discriminated against or denied service.
10. The Contractor may establish a sliding scale schedule for perpetrators of domestic violence under the condition that the sliding scale schedule and accompanying procedures are approved by the Agency prior to implementation.
11. The Agency reserves the right to designate funding source when validating expenditures. TANF eligible clients shall be funded with TANF funds.
12. The funding for this contract is delineated as follows:

**Funding Sources****GENERAL FUND****FEDERAL**